

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

**NEWREZ LLC D/B/A SHELLPOINT
MORTGAGE SERVICING,
PLAINTIFF,**

V.

**THE UNITED STATES OF AMERICA,
ET AL.,
DEFENDANTS.**

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CIVIL ACTION NO. 5:25-CV-616

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

The above captioned plaintiff complains of the herein named defendants, stating as follows:

I. JURISDICTION AND VENUE

1. The plaintiff predicates this Court's jurisdiction on the claims it makes herein against an agency and/or officer of the United States of America.

2. The object of the plaintiff's claims is certain property situated in this judicial district in Bexar County, Texas. Venue is thus proper in this district and division.

II. PARTIES

3. The Plaintiff is NewRez LLC d/b/a Shellpoint Mortgage Servicing. Plaintiff may be served with all pleadings, discovery, or other communications related to the above styled and numbered cause through its undersigned counsel of record.

4. Defendant Pablo Rovirosa Reyes is an individual and may be served with process at 11834 Pure Silver, San Antonio, TX 78254.

5. Defendant Samantha Lynn Rovirosa is an individual and may be served with

process at 11834 Pure Silver, San Antonio, TX 78254.

6. Defendant The United States of America may be served with process in accordance with Federal Rule of Civil Procedure 4(i).

7. Defendant Silver Oaks Homeowners Association, Inc. is a non-profit corporation organized under the laws of Texas and may be served with process via its registered agent, Lifetime HOA Management, 18585 Sigma Rd. Ste. 104, San Antonio, TX 78258.

III. BREACH OF CONTRACT

8. On July 22, 2019 Defendant(s) Pablo Roviroso Reyes made, executed and delivered that one certain note, in writing, a true and correct copy of which is attached hereto and incorporated herein for all purposes as **Plaintiff's Ex. No. 1** (the "Note").

9. On July 22, 2019 Defendant(s) Pablo Roviroso Reyes, Samantha Lynn Roviroso made, executed and delivered that one certain deed of trust to secure the Note with the Property described thereon (the "Property"), a true and correct copy of which along with any related instruments and modifications thereof, if any, are attached hereto and incorporated herein for all purposes as **Plaintiff's Ex. No. 2** (the "Deed of Trust"). Property is described with particularity on the Deed of Trust. By executing the Deed of Trust, such grantor(s) granted a lien on and recourse to the Property for breach thereunder.

10. Plaintiff is the assignee of the Deed of Trust under those certain assignment(s), true and correct copy or copies of which is or are attached hereto and incorporated herein for all purposes with **Plaintiff's Ex. No. 2**.

11. The obligation evidenced by the Note and Deed of Trust will sometimes hereinafter be referred to as the "Loan."

12. To Plaintiff's detriment, the promisor(s) under the Note and the grantor(s) under

the Deed of Trust have failed and refused to pay amounts that have come due under the Loan.

13. Plaintiff duly notified all parties so entitled of said default under the Loan and its intent to accelerate the indebtedness via letter(s), a true and correct copy or copies of which describing said default with particularity is or are attached hereto and incorporated herein for all purposes as **Plaintiff's Exhibit No. 3** (the "Notice of Default"). Said default persists.

14. The continued breach under the Loan has directly and proximately caused damage to Plaintiff in that amounts due to Plaintiff remain unpaid, and in that Plaintiff is incurring fees and expenses to enforce its rights under the Loan and protect its interest in the Property. Plaintiff therefore declares the entire balance owed under the Loan due and payable. Plaintiff's records reflect that the entire balance due and payable under the Loan, and secured under the Deed of Trust, as of April 1, 2025, is at least \$188,958.00.

15. The terms of the Loan require that it be repaid in installments. Such promise was breached to the detriment of Plaintiff. Plaintiff is thus entitled to judgment for all amounts due under the Loan (including, principal, pre-judgment interest, reasonable attorneys' fees and expenses, advances, costs and post-judgment interest) to be charged to the Property, and judgment for judicial foreclosure upon the lien against the Property securing such amount.

IV. TITLE INTEREST DEFENDANT(S)

16. Defendant The United States of America through its officer The Secretary of Housing and Urban Development claims an interest in the Property under that one certain instrument, a true and correct copies of which is attached hereto and incorporated herein for all purposes as **Plaintiff's Exhibit No. 4**. Such claimed interest is subject to and/or inferior to Plaintiff's interest in the Property under the Deed of Trust.

17. Defendant Silver Oaks Homeowners Association, Inc. claims an interest in the

Property under that one certain instrument, a true and correct copies of which is attached hereto and incorporated herein for all purposes as **Plaintiff's Exhibit No. 5**. Such claimed interest is subject to and/or inferior to Plaintiff's interest in the Property under the Deed of Trust

V. ATTORNEYS' FEES

18. Pursuant to the terms of the Loan, Plaintiff is entitled to recover its reasonable attorneys' fees and costs incurred in prosecuting this action. Plaintiff seeks to recover its reasonable and necessary attorneys' fees and costs of Court, to be charged to the Property.

PRAYER

WHEREFORE, Plaintiff requests that the defendant(s) named herein be cited to appear and answer herein, and that Plaintiff have and recover a judgment for the amounts owed to it under the loan and for attorneys' fees and costs of Court to be charged to the Property, as well as judicial foreclosure of the Property. Plaintiff prays further for any such further relief to which it may be entitled.

Respectfully Submitted,
PADGETT LAW GROUP

/s/ Michael J. Burns

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